

DOC # 5442
ADOPTED 10/31/91

**RESOLUTIONS OF THE BOSTON REDEVELOPMENT AUTHORITY
REGARDING THE SOUTH END TECHNOLOGY SQUARE PROJECT
IN THE SOUTH END URBAN RENEWAL AREA, PROJECT MASS. R-56,
DESIGNATION OF UNIVERSITY ASSOCIATES LIMITED PARTNERSHIP
AS DEVELOPER AND REDEVELOPER AND
AUTHORIZATION TO EXECUTE A LAND DISPOSITION AGREEMENT**

OCTOBER 31, 1991

1. CHAPTER 30B DEVELOPER DESIGNATION

WHEREAS, in July, 1991, the Boston Redevelopment Authority ("BRA") issued a Request for Proposals pursuant to M.G.L. Chapter 30B for the development of Parcel 46B in the South End Urban Renewal Area and certain additional land adjacent thereto (collectively, the "Property");

WHEREAS, the Trustees of Boston University ("BU") and Univer Development Foundation, Inc. ("UDF") doing business under the name of University Associates submitted a proposal (the "Development Proposal") dated August 5, 1991 for the acquisition of the Property from the BRA, which would acquire portions of the Property by exercise of its Power of Eminent Domain, for the development of a multi-use medical, research, office, retail, commercial, garage and hotel project (the "Project");

WHEREAS, University Associates Limited Partnership ("UALP"), a Massachusetts limited partnership, the general partners of which are BU and UDF, has been formed as the entity to continue the development of the Project formerly conducted by BU and UDF as University Associates;

WHEREAS, the Public Facilities Department ("PFD") reviewed the Development Proposal at the request of the Boston Redevelopment Authority ("BRA"); and based on such review, and following the procedure set forth in the RFP, the PFD requested the Public Facilities Commission ("PFC") to recommend to the BRA that the Development Proposal met all of the qualifying requirements and ranking criteria of the RFP, that the Development Proposal represented the most satisfactory response to the RFP, and that UALP be designated developer of the Property pursuant to Chapter 30B and all applicable urban renewal and BRA statutes and regulations;

WHEREAS, in accordance with the RFP, the PFD also engaged in negotiations with UALP concerning the terms and conditions for the conveyance of the Property by BRA to UALP for the Project and achieved an understanding with UALP with respect thereto which satisfy the combined requirements of PFD, the Mayor's Office of Capital Planning, the Department of Health and Hospitals and the BRA, which terms and conditions (the "Terms and Conditions") are set forth in a Memorandum from the PFD to the PFC dated October 25, 1991, a copy of which is attached hereto as Exhibit A;

WHEREAS, the Terms and Conditions confirm that Parcel 46B consists of the aggregate of the following parcels: Parcel H (the "City Parcel") consisting of approximately 6.03 acres currently owned by the City of Boston ("City"); Parcel J-1 consisting of approximately 1.02 acres and Parcel M consisting of approximately 14 square feet (together, the "BRA Parcels") both currently owned by the BRA; and Parcel K (the "State Parcel") consisting of approximately 1.19 acres currently owned by the Commonwealth of Massachusetts, all as shown on the plan entitled "Land Acquisition Plan Phase I in Boston, Mass. (South End District)" prepared by Bryant Associates, Inc. dated October, 1991, a copy of which is attached hereto as Exhibit B;

WHEREAS, the Terms and Conditions further confirm that the balance of the Property consists of the following two parcels: Parcel Q consisting of approximately 4.2 acres currently owned by the Commonwealth of Massachusetts, as shown on Sheets 1 and 2 of 2 of the plan entitled "Land Acquisition Plan in Boston, Mass. (South End District)" prepared by Bryant Associates, Inc.; and Parcel J-2 consisting of approximately 2.301 acres currently owned by the BRA, as shown on Sheet 2 of 2 of said plan, a copy of both of which is attached hereto as Exhibit C;

WHEREAS, it is anticipated that said Parcel Q will become available for development as a result of the relocation of the existing Massachusetts Avenue Connector in connection with the CA/THT Project, and that the configuration and area of said Parcel Q may be changed as a result thereof;

WHEREAS, an appraisal of the Property was prepared and the damages to be awarded to the City for the contemplated acquisition of the City Parcel by exercise of the BRA's Power of Eminent Domain are consistent with that appraisal and are acceptable to the City;

WHEREAS, the PFD further requested PFC to require the BRA to incorporate the Terms and Conditions in the documentation concerning the designation and conveyance of the Property to UALP; and the PFC has received PFD's recommendations and has forwarded them to the BRA;

The BRA finds that PFD's recommendations are appropriate and that the resolutions hereinafter set forth implementing the same should be adopted.

2. URBAN RENEWAL REDEVELOPER DESIGNATION

WHEREAS, the BRA has entered into a contract for loan and capital grant with the Federal Government under Title 1 of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project Area;

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56, (the "Project Area") has been duly reviewed and approved in full compliance with local, State and Federal law;

WHEREAS, the BRA is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with the Federal financial assistance under said Title 1, including those prohibiting discrimination because of race, color, sex, religion, or national origin;

WHEREAS, the BRA is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, and its implementing regulations ("MEPA") with respect to minimizing and preventing damage to the environment;

WHEREAS, the BRA is cognizant of (1) the Draft Environmental Impact Report EEOA #7034 dated May 15, 1991 submitted to the Executive Office of Environmental Affairs ("EOEA") by UALP (then d/b/a University Associates) pursuant to MEPA, (2) the Certificate of the Secretary of Environmental Affairs on said Draft Environmental Impact Report dated June 28, 1991, (3) the Final Environmental Impact Report ("FEIR") dated August, 1991 submitted to the EOEA in response to said Certificate, and (4) the Certificate of the Secretary of Environmental Affairs on said Final Environmental Impact Report dated September 30, 1991, which stated that the FEIR adequately and properly complies with MEPA and that the MEPA Section 61 finding should be prepared based on the final disposition of the portion of the Property consisting of surplus Massachusetts Department of Public Works roadway lands scheduled to become available due to the CA/THT construction of the Massachusetts avenue connector (Parcel Q referenced above);

WHEREAS, the BRA and Boston University Medical Center ("BUMC") entered into a Cooperation Agreement dated March 15, 1967 in which Parcel 46B was designated as one of the sites for the future expansion of BUMC;

WHEREAS, BUMC subsequently joined a non-profit partnership of area business and institutional representatives called South End Technology Square Associates ("SETSA"), which, in turn, entered into a partnership with Mr. John Hall and Mr. Paul Nace called University Associates as the vehicle for the development of Parcel 46B;

WHEREAS, On September 29, 1983, the BRA adopted a Resolution (the "Tentative Designation") tentatively designating University Associates as redeveloper of Parcel 46B in the South End Urban Renewal Area;

WHEREAS, BUMC has now selected as successors to the partners of University Associates for the development of Parcel 46B, the two main entities involved in the medical and research activities in the South End: Boston University and University Hospital;

WHEREAS, University Associates has been re-formed as UALP by the substitution of the original partners, John Hall, Paul Nace and SETSA, by the admission of Univer Development Foundation, Inc., a subsidiary of University Hospital, and the Trustees of Boston University, as the general partners of UALP;

WHEREAS, with the admission of the new partners and the formation of UALP, UALP is able to undertake the development of Parcel 46B and has been responsible for all planning, design and approvals for the Project to date, which include the Planned Development Area Master Plan and Development Impact Project Plan (the "Master Plan PDA") and two PDA Development Plans for the South End Technology Square Development Project on Parcel 46B that were approved by vote of the BRA on September 26, 1991;

WHEREAS, the BRA finds that direct involvement of such institutions provides added strength to the development team for Parcel 46B and will ensure the successful completion of a major and important research center in the South End;

WHEREAS, the Master Plan PDA establishes development controls and parameters for the Project that are consistent with the Tentative Designation and the South End Urban Renewal Plan;

WHEREAS, UALP has duly filed a Redeveloper's Statement for Public Disclosure" (Federal Form H-6004) in accordance with Section 105(E) of the Housing Act of 1949;

WHEREAS, satisfactory evidence of the availability of necessary equity funds and other financing and a proposed development and rent schedule for the Project was provided by UALP to the BRA in UALP's Development Proposal;

WHEREAS, the Development Plan and the Master Plan PDA contemplate that the Project will be developed in phases, and UALP has provided the BRA with final working drawings and specifications for the Center For Advanced Biomedical Research, which will be the first component of the Project to be constructed pursuant thereto;

WHEREAS, final working drawings and specifications for each of the other components of the Project will be submitted to the BRA pursuant to the Cooperation Agreement between UALP and the BRA with respect to the Master Plan PDA, and will be subject to the BRA Development Review Procedures provided for therein;

WHEREAS, in an Agreement Between Boston University and the City of Boston Relative to the Transfer of the Commonwealth Armory from the Commonwealth of Massachusetts to Boston University dated December 1, 1984, as amended, (the "Armory Agreement"), BU agreed that during a certain period BU will not proceed with an property acquisition and development activities outside the University Campus without notice to and written approval of the BRA;

WHEREAS, BU has duly notified the BRA of its participation in the Project as a partner in UALP and requested the BRA to approve such participation for the purposes of the Armory Agreement, and BRA finds that such approval should be granted;

NOW THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

That University Associates Limited Partnership, the general partners of which are the Trustees of Boston University and Univer Development Foundation, Inc., is hereby designated as the developer of the Property pursuant to M.G.L. Chapter 30B.

That the Tentative Designation of University Associates Limited Partnership, the general partners of which are the Trustees of Boston University and Univer Development Foundation, Inc., successor in interest to University Associates, as redeveloper of Parcel 46B in the South End Urban Renewal Area is hereby ratified, confirmed and approved by the BRA;

That the participation of the Trustees of Boston University in the Project is hereby approved by the BRA under the Armory Agreement and the Director is hereby authorized to confirm such approval in writing on behalf of the BRA;

That the BRA hereby grants final designation to University Associates Limited Partnership as redeveloper of Parcel 46B in the South Urban Renewal Area;

That it is hereby determined that University Associates Limited Partnership possesses the qualifications and financial resources necessary to acquire and develop land in accordance with the South End Urban Renewal Plan and the Project Area;

That disposal of Parcel 46B by negotiation is the appropriate method of making the land available for redevelopment;

That it is hereby found and determined pursuant to MEPA that the proposed Project will not result significant damage to the environment and further, that all practicable feasible means and measures have been taken to avoid or minimize

damage to the environment, except to the extent that such findings relating to Parcel Q shall be made on the final disposition thereof as indicated in the FEIR Certificate ;

That the development parameters and controls set forth in the Master Plan PDA pursuant to which the Project will developed on Parcel 46B are consistent with the South End Urban Renewal Plan, as amended, (the "Plan"), including, without limitation, Chapter VI thereof, and compliance of the Project with the Master Plan PDA shall constitute compliance with the Plan;

That the Project currently complies with the Plan;

That the Director is hereby authorized for and on behalf of the BRA to execute and deliver a Land Disposition Agreement, a License for early entry for purposes of site preparation and construction and Deed or Deeds conveying Parcel 46B to University Associates Limited Partnership, by one or more conveyances of the whole or any part thereof, each in the BRA's usual form modified as appropriate to reflect the Terms and Conditions attached hereto as Exhibit A (including, without limitation, the provisions thereof concerning the conveyance of the State Parcel pursuant to Chapter 762 of the Acts of 1962, as amended by Chapter 567 of the Acts of 1966), and such other modifications as the Director, in his discretion, shall deem necessary or appropriate, including, without limitation, modifications permitting University Associates Limited Partnership to convey portions of Parcel 46B to adjacent property owners and/or the City of Boston;

That the Director be and hereby is authorized and directed to execute and deliver on behalf of the BRA such further documents in connection with said Land Disposition Agreement (including amendments thereto) or the Project as the Director, in his discretion, shall deem necessary or desirable to implement the transactions contemplated in the Terms and Conditions, the Land Disposition Agreement or any of these Resolutions of the BRA;

That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004); and

That the Director is hereby authorized to file with the Deputy Commissioner of Capital Planning and Operation a disclosure of beneficial interest statement on behalf of the BRA with respect to the proposed disposal transaction pursuant to M.G.L. Chapter 7, Section 40J.

LIST OF EXHIBITS

- Exhibit A Memorandum from PFD to PFC dated October 25, 1991
 re: Terms and Conditions for the Conveyance of
 Parcel 46B.
- Exhibit B Land Acquisition Plan Phase I
- Exhibit C Land Acquisition Plan Sheets 1 and 2

EXHIBIT A

M E M O R A N D U M

TO: Public Facilities Commission
FROM: Public Facilities Department
DATE: October 25, 1991
RE: Terms and Conditions for the Conveyance of Parcel 46B

The Public Facilities Department ("PFD"), acting in response to the request of the Boston Redevelopment Authority ("BRA") as set forth in that certain letter from Thomas O'Malley, Assistant Director, Neighborhood Housing & Development, BRA to Paul Roche, Esquire, General Counsel, PFD, dated June 28, 1991, has reviewed the proposal dated August 5, 1991 ("Development Proposal") submitted by University Associates, a joint venture of the Trustees of Boston University ("BU") and University Hospital ("UH"), now formed as a Massachusetts limited partnership under the name of University Associates Limited Partnership, its successors and assigns ("UA") for the acquisition of Parcel 46B including the additional land referenced therein ("Property") from the BRA which will exercise its Power of Eminent Domain to acquire the Property, and for the development of a multi-use medical, research, office, garage and hotel project ("Project"). Such Development Proposal was submitted in response to the Request for Proposals issued by the BRA in July, 1991 ("RFP") pursuant to and in accordance with Chapter 30B. In accordance with the schedule outlined in Section 4 of the RFP and the submission requirements set forth in Section 5 of the RFP, PFD requests that the Public

Facilities Commission ("PFC") recommend to the BRA that the Development Proposal of UA has met all of the qualifying requirements and ranking criteria of the RFP, that the Development Proposal represents the most satisfactory response to the RFP, and that UA be designated developer of the Property pursuant to Chapter 30B and all applicable urban renewal and BRA statutes and regulations.

Additionally, in accordance with the RFP, PFD has engaged in negotiations with UA relative to the terms and conditions of the conveyance of the Property by the BRA to UA for the Project. PFD has achieved an understanding with UA based upon the following terms and conditions, which satisfy the combined requirements of PFD, the Mayor's Office of Capital Planning ("OCP"), the Department of Health and Hospitals ("DHH") and the BRA. An appraisal of the Property has been prepared and the damages to be awarded to the City of Boston ("City") for the contemplated acquisition of the City property by the Power of Eminent Domain by the BRA are consistent with that appraisal and are acceptable to the City. PFD requests that PFC require the BRA to incorporate such terms and conditions in the designation memoranda or other documents executed at the time of the designation and/or the conveyance of the Property.

1. Phased Acquisition of the Property. The Property consists of the following parcels defined by ownership and generally described as follows: a parcel of land now owned by the City containing approximately 6.03 acres ("Parcel H"); a parcel of

land now owned by the BRA containing approximately 1.02 acres ("Parcel J-1"); a parcel of land now owned by the BRA containing approximately 2.301 acres ("Parcel J-2"); a parcel of land now owned by the Commonwealth of Massachusetts ("Commonwealth") under the care, custody and control of the Department of Public Works containing approximately 1.21 acres ("Parcel K"); and a parcel of land now owned by the Commonwealth of Massachusetts under the care, custody and control of the Department of Public Works, which will result from the relocation of the present Massachusetts Avenue Connector as part of the Central Artery Third Harbor Tunnel Project ("CAT/T Project") containing approximately 4.2 acres ("Parcel Q"). All said parcels were referenced in the RFP and for clarification are shown on a plan entitled "Acquisition Plan" prepared by Bryant Associates, Inc., October 1991, (Progress Print subject to confirmation of parcel areas) attached hereto as Exhibit A. Parcel H, Parcel J-1 and Parcel K together contain approximately 8.26 acres, comprise the present area of Parcel 46B ("Site") and are to be conveyed to UA for the development of the Project. The Site is shown on a plan entitled "Acquisition Plan-Phase I" prepared by Bryant Associates, Inc. October 1991 (Progress Print subject to confirmation of parcel areas) and attached hereto as Exhibit B. Parcel J-2 shall remain in its present status as surface parking lot under a license from the City of Boston acting by and through the PFC to BUMC. Upon the relocation of the present Massachusetts Avenue Connector as part of the CAT/T Project, Parcel Q and Parcel J-2 ("Future Development

Site") shall be conveyed to UA. Parcel Q shall be conveyed by the City to the BRA and then by the BRA to UA after acquisition by the City from the Commonwealth and approval of a development plan for the Future Development Site by the BRA. The City consents to the BRA's taking of Parcel Q, Parcel K or any other portion of state land to be conveyed to the City pursuant to the Statute for purposes of transfer to UA. Parcel J-2 shall be transferred to UA by the BRA. It is contemplated that Parcel K and Parcel Q will be conveyed through the operation of Chapter 762 of the Acts of 1962 as amended by Chapter 567 of the acts of 1966 ("Statute") as contemplated in the RFP and the Development Proposal. In cases of conflict between the Terms and Conditions contained herein and the Statute, the provisions of the Statute shall be binding, except that the City and UA agree that the Terms and Conditions relating to the payment of consideration for Parcel K as set forth in section 14(a) shall govern the actions of the City, BRA and UA. The Future Development Site (Parcel J-2 and Parcel Q) is shown on a plan entitled "Acquisition Plan-Phase II" prepared by Bryant Associates, Inc. October 1991 (Progress Print subject to confirmation of parcel areas) and attached hereto as Exhibit C.

2. Development Schedule. The Project will be developed in two phases: Phase I will consist of the development of the Center for Advanced Biomedical Research by Boston University, the Medical Arts Building by University Hospital and Technology Square Garage by UA. It is expected that construction on the Center for Advanced Biomedical Research will commence in the fourth quarter

of 1991 and will take approximately 18 to 24 months to complete. Additionally, construction on the 1,000 car parking garage known as Technology Square Garage is expected to commence in the second quarter of 1992 with a construction period of approximately 18 months. It is expected that development and construction of the Medical Arts Building by University Hospital will occur in the third or fourth quarter of 1992. All development activity and phasing will be subject to the Master Plan for Planned Development Area No. 41 approved by the BRA on September 26, 1991 ("Master Plan PDA").

3. DHH and BUMC Parking. The City acting by and through PFD and UA have entered into a Memorandum of Understanding dated as of October , 1991 ("MOU"), attached hereto as Exhibit D, relative to the relocation of DHH parking spaces and the Helipad on the Site. As set forth in the MOU, this relocation is for purposes of the initial development activity during Phase I. The terms of the Memorandum of Understanding as well as terms relating to the continuation of BUMC parking on Parcel J and the terms relating to permanent parking facilities for DHH as contained herein will be incorporated into the Land Disposition Agreement ("LDA") to be executed by UA and the BRA.

4. Discharge of HUD Mortgage. PFD and UA agree to cooperate to obtain from the Bond Trustee, HUD and HHS, as such are defined in the bond documents for the revenue bond for the new Inpatient Care Facility at Boston City Hospital, approvals for the release of the mortgage granted by the City on a portion of the Site, if

such release is required. PFD will coordinate with the BRA to insure that BRA actions will not cause the City to default in its obligations under the mortgage and bond documents. If the BRA determines to exercise its Power of Eminent Domain to acquire the City Property, no such Taking or Acquisition shall occur unless and until HUD, HHS and the Bond Trustee have released the HUD mortgage or determined that no such release is required. PFD, OCP, DHH and the BRA agree to cooperate with UA to pursue diligently the release of the HUD mortgage, unless it is determined that no such release is required.

5. Daycare. The Project plans provide for the development of a daycare facility within Technology Square Garage. In response to community and DHH concerns, one-third of the proposed 100 daycare slots shall be made available to DHH and South End residents in the following proportion: 23 of the 33 slots shall be allocated to DHH and 10 of the 33 slots shall be allocated to South End Community residents. If the daycare facility contains less than 100 slots, then the number allocated to DHH and the community residents shall be reduced proportionally.

6. Payment in lieu of Taxes (PILOT). UA will be required to commence negotiations with the Mayor's Office and the Assessing Department in connection with a PILOT Agreement relative to any portions of the property which will be exempt from real estate taxation. UA agrees to commence such discussions within 60 days after the vote by PFC recommending UA as the designated developer.

7. Helipad. UA shall be required to provide a feasibility study for the determination of a permanent location for the Helipad. Such study shall be prepared forthwith and the scope of such study shall be jointly agreed to by DHH and UH. Additionally, any relocation of the helipad, other than the initial relocation referenced in the MOU, shall be subject to DHH and UH approval, and the cost of such relocation shall be borne by UA. In the event that the Helipad is located on land owned by UA, UA agrees to enter into a binding agreement with DHH and UH for access to the Helipad.

8. Line of Credit. UA will be required to establish a \$200,000 line of credit to be available to the City for costs incurred in obtaining the release of the HUD mortgage or the determination that such release is not required. The City shall not be obligated to repay to UA the amounts drawn on such line of credit.

9. Linkage. UA will be required to comply with Articles 26 26A and 26B of the Boston Zoning Code and enter into a Development Impact Project Agreement with the Boston Redevelopment Authority with respect to Housing and Jobs linkage.

10. Laboratory Animal Care Services. The Center for Advanced Biomedical Research shall provide access to the laboratory animal care services to BCH researchers on the same basis as such facilities are available to Boston University School of Medicine faculty members for so long as BCH and Boston University School of Medicine maintain their present affiliation.

11. Boston Resident Construction and Permanent Jobs. UA will be required to enter into an agreement with the BRA relative to the compliance with the Boston Residents Construction Jobs Plan. UA will also be required to enter into a First Source Agreement and a Memorandum of Understanding concerning permanent jobs.

12. Design Review. The Project shall be subject to design review by the BRA in accordance with the BRA's requirements and the Master Plan PDA.

13. Acquisition and Conveyance of the Property. The Property is to be acquired in two phases, and each phase may have one or more development sub-phases. As set forth herein, the BRA intends to acquire the City Property of the Site by the exercise of the Power of Eminent Domain and thereafter to convey the Site to UA pursuant to the LDA. The Site, consisting of Parcel H, Parcel J-1 and Parcel K shall be conveyed by the BRA to UA as the first phase of the acquisition. The Future Development Site shall be conveyed by the BRA to UA as the second phase of the acquisition upon the availability of the land resulting from the CAT/T Project and the approval of a development plan by the BRA. Parcel J-2 shall be conveyed by the BRA to UA. When the City acquires title to Parcel Q, it shall be conveyed by the City to the BRA pursuant to the Statute and the BRA shall thereupon convey Parcel Q to UA. The City consents to the BRA's taking of Parcels K, Q and any portion of state land for transfer to UA. Notwithstanding the designation of UA as developer of such Future

Development Site, nothing contained herein shall be deemed to establish the value of such site, and the purchase price for such site shall be determined at the time of development plan approval by the BRA and shall be based upon the fair market value of the land as of that date based upon appraisal(s) as required by the Statute or applicable BRA regulations. UA shall be responsible for the cost of all appraisals required in connection with the acquisition of the Future Development site.

14. Acquisition and Conveyance of the Site.

(a) The Consideration for the Site to be paid by UA to the BRA includes the value of Parcel K, which will be subject to the appraisal process referenced in the Statute and which will be conveyed subsequent to the acquisition of Parcel H and Parcel J-1 by UA. Therefore, UA will not be obligated to pay any additional consideration for Parcel K. In the event that the City is required to pay to the Commonwealth consideration for the conveyance of Parcel K or any portion thereof, the City shall be solely responsible for such obligation and shall not require UA to make any payment or contribution for Parcel K or any portion thereof in addition to the amounts set forth below.

(b) The Master Plan PDA references a Project with a total phased build-out of approximately 1,177,300 square feet of floor area within six (6) buildings ("Development Components") on six (6) sub-parcels shown on the Parcel Plan entitled "University

Associates Development Plan" submitted to and approved by the BRA as part of the Master Plan PDA ("Sub-parcels"). A copy of such Parcel Plan is attached hereto as Exhibit E.

(c) The Development Components and the phasing of the Project (Development Phase I and Development Phase II) are as follows:

Development Phase I:

Development Component A: 1,000 car parking garage on Sub-parcel A;

Development Component B: a 180,000 sq.ft. biomedical research building on Sub-parcel B;

Development Component C: a 160,000 sq.ft. medical arts building on Sub-parcel C;

Development Phase II:

Development Component D: a 140,500 sq.ft. research/office building on Sub-parcel D;

Development Component E: a 160,000 sq.ft. research/office building on Sub-parcel E;

Development Component F: a 166,000 sq.ft. hotel on Sub-parcel F.

(d) The determination of the Value or Consideration for the Site to be paid by UA to the BRA was based upon an analysis of the phased development of the Development Components over a ten (10) year or longer period, and is reflected in following elements:

(i) The Purchase Price to be paid by UA to the BRA; and

(ii) The construction and operation for 30 years of 600 parking spaces within one or more structured self-park parking facilities to be located within the Site for the exclusive benefit and use of the City through DHH, which is to be memorialized in a lease or other agreement acceptable to the City containing provisions for the proper operation and management of the facilities at no expense to the City and provisions requiring UA's lender to enter into non-disturbance and attornment agreements with the City, so that the City's lease will not be adversely affected by a default by UA of its obligations to its lender, such lease to be executed between UA and the City simultaneously upon the conveyance of the Site to UA by the BRA and containing provisions for the relocation of 481 surface parking spaces during the construction of Development Phase I ("Improvement Value"). Such lease shall also contain a provision granting the City an option to renew such lease for an additional period of 20 years at the same amount then being charged to other institutional users of similar parking spaces (fair market value).

(e) The value of Sub-parcel A equals \$2,500,000, the value of Sub-parcel B equals \$3,350,000, and the value of Sub-parcel C equals \$3,350,000. The total value of Sub-parcels A, B and C in Development Phase I equals \$9,200,000. The total value of Sub-

parcels D, E and F in Development Phase II equals \$7,745,000. The Sub-parcel Value for D, E and F is represented in terms of floor area value ("FAR value") as follows:

Sub-parcel D Value:	Gross floor area of Development Component D x commercial FAR value of \$20.78 = \$2,920,000
Sub-parcel E Value:	Gross floor area of Development Component E x commercial FAR value of \$20.78 = 3,325,000
Sub-parcel F Value:	Gross floor area of Development Component F x hotel FAR value of \$9.04 = <u>1,500,000</u>
Total	\$7,745,000

(f) The calculation of the Purchase Price and the Improvement Value for Development Phase I and Development Phase II was made as follows:

<u>Development Phase and Sub-parcel Value</u>	<u>Present Value</u>
<u>Development Phase I:</u>	
Sub-parcels A, B and C:	\$ 9,200,000
Value of 300 garage parking spaces at a cost of \$12,000 per space:	(3,600,000)
Value of operating 600 parking spaces at an estimated annual cost of \$550 per space:	<u>(3,300,000)</u>
PURCHASE PRICE:	2,300,000
<u>Development Phase II:</u>	
Sub-parcels D, E and F:	7,745,000
Value of 300 garage spaces at a \$12,000 per space cost increased over ten (10) years at a cpi rate of approximately 4.5%:	<u>(5,500,000)</u>

PURCHASE PRICE:

2,245,000

(g) The Purchase Price to be paid by UA to the BRA for Sub-parcels A, B, C, D, E and F equals \$4,545,000, provided that UA "pays" the Improvement Value Consideration by constructing and operating 600 parking spaces for DHH within one or more structured self-park parking facilities within the Site. The LDA shall provide that the Purchase Price paid by UA to the BRA shall be in the amount of \$2,300,000 as an initial payment with a purchase money mortgage granted to the BRA in the amount of \$2,245,000 ("Mortgage"). The Mortgage shall be on Sub-parcels D, E and F only, and shall be allocated on a pro rata basis. The LDA shall provide for partial releases of such Mortgage upon the payment of the pro-rata mortgage amounts on the Sub-parcel in order to proceed with a Development Component on a Sub-parcel upon the approval of a development plan and all approvals by the BRA and the City. The Mortgage shall not require the payment of interest on the principal, nor shall the Mortgage require the payment of principal until the earlier of (i) the Payment Date, defined in Section 14(j) herein, or (ii) the Reversion Date, as defined in Section 16 herein. The BRA shall pay to the City the City's pro-rata share of the amount of \$2,300,000 upon the first to occur: the date on which the BRA receives payment from UA, or the date upon which payment is required pursuant to Chapter 79 of the General Laws, but no earlier than the receipt of such payment from

UA. The BRA shall pay to the City the City's pro-rata share of the amounts received in payment of the Mortgage from UA when such sums are received by the BRA.

(h) The LDA shall also provide for an increase in the Purchase Price for the Site based upon changes in the gross floor area of a Development Component and an increase or decrease in the Purchase Price for the Site based upon changes in the market value of the Sub-parcel as of the time of the development of a Development Component in Development Phase II ("Purchase Price Adjustments"). The Purchase Price Adjustments shall be determined in the following manner:

(i) Upon the submission of a development plan to the BRA for a Development Component on one or more of the Sub-parcels in Development Phase II (either D, E, or F), the gross floor area of the Development Component shall be determined. If the gross floor area of the Development Component is greater than the gross floor area of the Development Component described in the Master Plan PDA, then UA shall pay to the BRA the amount by which the product of the proposed gross floor area multiplied by the FAR value set forth in section 14(e) herein exceeds the Sub-parcel Value set forth in section 14(e) herein. Such amount shall be referred to as the Additional Gross Floor Area Consideration.

(ii) In addition to the determination of the Additional Gross Floor Area Consideration, an appraisal shall be made of the fair market value of the Sub-parcel based upon the

proposed gross floor area of the Development Component for such Sub-parcel. Based upon such appraisal an FAR value shall be determined and shall be referred to as the "Appraised FAR value". If the Appraised FAR value is greater than the FAR value set forth in Section 14(e) herein, then UA shall pay to the BRA one-third of the amount by which the product of the proposed gross floor area of the Development Component multiplied by the Appraised FAR value exceeds the proposed gross floor area multiplied by the FAR value set forth in section 14(e) herein ("Additional Consideration"). If the Appraised FAR value is less than the FAR value set forth in section 14(e) herein, then UA shall be entitled to a credit to the Mortgage in an amount by which the product of the proposed gross floor area of the Development Component multiplied by the Appraised FAR value is less than the proposed gross floor area multiplied by the FAR value set forth in section 14(e) herein ("Purchase Price Credit").

(i) Upon the expiration of the last appeal period from the issuance of all BRA and City approvals for the Development Component to be constructed on the Sub-parcel, all adjustments to the purchase price shall be made by the parties ("Payment Date"). In the event that the Purchase Price Credit is more than the Mortgage on such Sub-parcel, UA shall be entitled to accrue the overage as a credit on the next Sub-parcel to be developed in

Development Phase II. This procedure shall be repeated until the final development plan for the last sub-phase in Development Phase II of the Project is approved by the BRA.

(j) In no event shall the Purchase Price Credit be applied against the Improvement Value in Phase II of \$5,500,000.00, and the obligation to provide a total of 600 parking spaces within one or more structured self-park parking facilities shall remain the obligation of UA, subject to the right to repurchase contained herein.

(k) The appraisal process for determining the fair market value of Sub-parcels D, E and F shall be consistent with appraisal processes with respect to urban renewal dispositions in the City of Boston. One appraiser would be selected by UA, a second appraiser would be selected by PFD. If there is a variance between the appraisals of more than ten percent (10%), then the appraisers shall agree upon the appointment of a review appraiser whose determination of the fair market value based upon review of the two appraisals shall be final and binding upon the parties. In the event that the difference between the first two appraisals is less than ten percent (10%), then the higher appraisal shall be the determination of fair market value of such Sub-parcel. The Appraisal Date shall be the date of approval of a development plan by the BRA for the Development Component in Development Phase II.

15. Improvement Value.

(a) The Improvement Value shall be referenced in the LDA as a covenant to provide 600 parking spaces within one or more structured self-park parking facilities during the two development phases. Additionally, LDA shall require UA to provide DHH with 481 surface parking spaces in accordance with the MOU within Parcel H of the Site upon commencement of construction of Development Component B. Such surface spaces shall be increased to 600 surface parking spaces upon the demolition of the adjacent Strumph building and the completion of a surface parking lot for BUMC on the Strumph site. The construction of Development Component C on Sub-parcel C shall not commence prior to the commencement of construction of Technology Square Garage. Upon the completion of Technology Square Garage, UA shall provide DHH with 300 parking spaces within the garage and 300 surface parking spaces within the Site, which surface spaces shall be situated so as not to materially diminish the access currently enjoyed by DHH employees. The surface parking spaces shall be replaced with parking spaces within a structured self-park parking facility in accordance with the following schedule:

- (i) upon the approval of a development plan and all permits by the BRA and the City for Development Component D on Sub-parcel D in Development Phase II, UA shall provide 100 parking spaces within Technology Square Garage;

(ii) upon the approval of a development plan and all permits by the BRA and the City for Development Component E on Sub-parcel E in Development Phase II, UA shall provide 100 parking spaces within a structured self-park parking facility; and

(iii) upon the approval of a development plan and all permits by the BRA and the City for Development Component F on Sub-parcel F in Development Phase II, UA shall provide 100 parking spaces within a structured self-park parking facility.

(b) The requirements in (a), (i), (ii) and (iii) above may be satisfied at the option of UA by the allocation of such spaces in Technology Square Garage, or provided that UA has complied with the covenant to provide DHH with 400 parking spaces within Technology Square Garage, by the allocation of such spaces within other structured self-park parking facility(s) within the Site.

(c) The Improvement Value of providing parking within one or more structured self-park parking facilities in the amount of \$3,600,000 during Development Phase I and \$5,500,000 during Development Phase II shall not be adjusted based upon the actual development costs of such facilities. Additionally, UA shall have the right to offer to purchase the City's leasehold rights in the parking spaces at an amount equal to the fair market value of such parking spaces at the time of the exercise of the offer to

purchase the parking spaces from the City. The City shall have the right in its sole and absolute discretion to accept or reject such offer.

16. Reversion. In order to insure that UA completes the construction of the Project, including the development of the 600 parking spaces within one or more structured self-park parking facilities, the LDA shall contain provisions for a reversion of the undeveloped portions of the Site to the BRA, if on the tenth (10) anniversary date of the initial conveyance of the Site ("Reversion Date"), UA has defaulted in its obligations either to commence the construction on all sub-phases of the Project, or to provide the 600 parking spaces. Such reversion provision shall be in accordance with the standard HUD provisions applicable to urban renewal projects, including extensions of time for performance by a developer. UA shall have the right to extend the Reversion Date for a ten (10) year period by amending the Additional Consideration formula, set forth in Section 14(h)(ii) herein, by paying to the BRA one-half ($1/2$) of the amount by which the product of the proposed gross floor area of the Development Component multiplied by the Appraised FAR value exceeds the proposed gross floor area multiplied by the FAR value set forth in section 14(e) herein in lieu of one-third ($1/3$) of said amount as set forth in section 14(e)(ii).

17. License. The City agrees to grant UA a license for test borings and pits in connection with 21E studies and site preparation work relating to redesign of the parking areas and excavation and site work for Development Component B.

LAND ACQUISITION PLAN

IN
BOSTON, MASS.
(SOUTH END DISTRICT)

PREPARED FOR
UNIVERSITY ASSOCIATES

PREPARED BY:
BRYANT ASSOCIATES INC.
BOSTON MASSACHUSETTS

SCALE: 1" = 40'
OCTOBER, 1991

NOTICE: THAT THIS PLAN WAS PREPARED IN
CONFORMITY WITH THE RULES AND REGULATIONS
OF THE REGISTER OF DEEDS OF THE COMMONWEALTH
OF MASSACHUSETTS.

DATE

SIGNATURE

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

APPROX. PROPOSED EDGE OF
MASS. TURN CONNECTION

MASSACHUSETTS AVENUE OFF RAMP

PARCEL K
AREA=51,993±S.F.
=1.19±ACRES

EXPRESSWAY

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

APPROX. LOCATION OF
NEW EAST SIDE INTERSECTION

APPROXIMATE LOCATION OF ROXBURY CANAL

MARCH 8, 1958 STATE HIGHWAY L.O. 4270

EXISTING PROPERTY LINE

PARCEL N
AREA=262,622±S.F.
=6.03±ACRES

STREET

EAST
CONCORD
STREET

EAST
NEWTON
STREET

(PUBLIC-80' WIDE)

ALBANY

EAST
BROOKLINE
STREET

PARCEL W
AREA=14±S.F.

PARCEL V
AREA=14±S.F.

CONC
BUILDING
(FELDMAN)

MATCH
SEE
SHEET 20F2

SEE SHEET 2 OF 2
MATCH LINE B-B



PARCEL O
AREA=4.2±ACRES

PARCEL J-1
AREA=4,498±S.F.
=1.02±ACRES

PARCEL J-2
AREA=100,228±S.F.
=2.30±ACRES

PARCEL U
AREA=9,182±S.F.
=0.21±ACRES

PARCEL T
AREA=14±S.F.

PARCEL S
AREA=14±S.F.

PARCEL R
AREA=14±S.F.

PARCEL Q
AREA=14±S.F.

MEMORANDUM

OCTOBER 31, 1991

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: LINDA MONGELLI-HAAR, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD PLANNING AND ZONING
THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
GERRY KAVANAUGH, DIRECTOR OF INSTITUTIONAL PLANNING
MICHAEL HUNTER, DEPUTY DIRECTOR FOR NEIGHBORHOOD
PLANNING AND ZONING

SUBJECT: UNIVERSITY ASSOCIATES/SOUTH END TECHNOLOGY SQUARE
PROJECT: DEVELOPER DESIGNATION OF PARCEL 46B;
ACQUISITION AND DISPOSITION OF PARCEL 46B; AND MINOR
MODIFICATIONS TO SOUTH END URBAN RENEWAL PLAN,
SOUTH END PROJECT, MASS. R-56.

**EXECUTIVE
SUMMARY:**

This memorandum requests that with regard to the University Associates/South End Technology Square Project, the Boston Redevelopment Authority ("BRA"): (1) designate University Associates Limited Partnership as the developer of Parcel 46B in the South End Urban Renewal Area; (2) approve the terms and conditions for the conveyance of Parcel 46B to University Associates Limited Partnership recommended to the Authority by the Public Facilities Department, authorize the Director to enter into a Land Disposition Agreement with University Associates Limited Partnership upon such terms and conditions, and authorize certain action necessary in order to carry out such terms and conditions, and (3) adopt minor modifications of the South End Urban Renewal Plan in connection with the development of Parcel 46B. Specific conditions are outlined in the attached resolutions.

INTRODUCTION

On September 26, 1991, the Boston Redevelopment Authority ("BRA") approved a Planned Development Area Master Plan and Development Impact Project Plan (the "Master Plan PDA") and two PDA Development Plans for the South End Technology Square Development project (the "PDA Project"). The Master Plan

PDA site consists of Parcel 46B in the South End Urban Renewal Area which is located between Albany Street and the Massachusetts Avenue Connector, and between the so-called Flower Market building on Albany Street and the power generation plant of Boston City Hospital.

In furtherance of this project, University Associates Limited Partnership ("UALP"), a Massachusetts limited partnership, the general partners of which are the Trustees of Boston University and Univer Development Foundation, Inc., requests (1) designation as the developer of Parcel 46B in the South End Urban Renewal Area, (2) approval of a Land Disposition Agreement pursuant to which Parcel 46B will be conveyed to UALP, and (3) adoption of minor modifications of the South End Urban Renewal Plan in connection therewith.

Master Plan PDA

The Master Plan PDA will allow for the creation of a major medical research center for the establishment of research laboratories affiliated with the medical institutions in the South End, and includes the construction of a total of 810,000 gross square feet of space in five buildings, in addition to a 1,000 space structured parking garage. Specifically, the Master Plan PDA proposes to construct one 180,000 square foot medical research building, one 140,500 square foot medical/office/research building, two 160,000 square foot medical/office/research buildings, a 250-room hotel comprised of 166,000 square feet, and one 1,000 car parking structure which will also contain child care and retail space on the ground level. All buildings along Albany Street will contain retail uses on the ground floor.

Development Plan for Center for Advanced Biomedical Research

A Development Plan for the first phase of the Master Plan was submitted to and approved by the BRA along with the Master Plan PDA. Such Development Plan allows for the construction of a 180,000 square foot medical research building at 700 Albany Street to be known as the Center for Advanced Biomedical Research. The building will be nine stories in height with a mechanical penthouse above the roof, and will include 6,600 square feet of retail space fronting onto Albany Street. This building will be the catalyst for other medical research and laboratory buildings within the site and will make a significant contribution to the prominence of Boston as a national leader in the biomedical research economy. Construction of the research building is anticipated to begin in the fourth quarter of 1991, with completion anticipated in late 1993.

Development Plan for Technology Square Garage

A second Development Plan for the first phase of the Master Plan was submitted to and approved by the BRA with the Master Plan PDA. Such Development Plan provides for the development of a 1,000 space parking garage at

710 Albany Street. The parking garage will contain approximately 370,800 square feet of floor area with seven (7) levels of parking, ground level retail space, and a child care center for 100 children. Construction of the parking facility would begin in the second quarter of 1992 and will be completed in early 1994.

PDA Project Phasing

It is anticipated that the Master Plan PDA will be implemented in two phases, with several sub-phases within each phase.

Phase I will include the construction of the proposed 180,000 square foot biomedical research building, the 1,000 space parking garage, and a 160,000 square foot medical arts building. Construction of the medical research building is anticipated to begin in the Fall of 1991, with completion in December, 1993. Construction of the parking garage is anticipated to begin in the second quarter of 1992, with completion anticipated in early 1994. Construction of the medical arts building is anticipated to begin in late 1992, with completion in late 1994.

Phase II includes two 160,000 square foot medical/office/research buildings, and a 250-room hotel comprised of 166,000 square feet and is contemplated to begin in early 1996, with the total project to be completed in the year 2000.

DEVELOPER DESIGNATION

South End Urban Renewal Plan

Parcel 46B in the South End Urban Renewal Area is located between Albany Street and the Massachusetts Avenue Connector, and between 600 Albany Street, one of the flower market buildings, and the power generation plant of Boston City Hospital. Upon adoption of the minor modification of the South End Urban Renewal Plan discussed below, Parcel 46B will consist of approximately 8.2 acres land.

On September 29, 1983, the BRA adopted a Resolution (the "Tentative Designation") tentatively designating as redeveloper of Parcel 46B in the South End Urban Renewal Area a partnership called University Associates. At the time of the Tentative Designation, University Associates was a partnership between Mr. John Hall, Mr. Paul Nace and a non-profit partnership among Boston University Medical Center ("BUMC") and area business and institutional representatives called South End Technology Square Associates ("SETSA"), and was formed as the vehicle for the development of Parcel 46B. BUMC has now selected as successors to the partners of University Associates, the two main entities involved in the health care and medical research activities in the South End: Boston University and University Hospital. The direct involvement of such institutions provides added strength to the development team and will ensure the successful completion of a major and vitally important research center in the South End. University Associates has been re-formed as UALP by the substitution of the original partners, John Hall, Paul Nace and SETSA with the admission of Univer Development Foundation, Inc., a subsidiary of University Hospital, and the Trustees of Boston University as the partners of UALP. With the admission of the new partners and the formation of UALP as a recently formed limited partnership (whose general partners are the Trustees of Boston University and Univer Development Foundation, Inc.), UALP is able to undertake the development of Parcel 46B and has been responsible for all planning, design and approvals for the Project to date, including the Master Plan PDA.

The Master Plan PDA establishes development controls and parameters for the Project that are consistent with the Tentative Designation and the South End Urban Renewal Plan.

It is therefore recommended that the BRA approve the substitution of Univer Development Foundation, Inc. and the Trustees of Boston University as development partners and their formation of UALP as the appropriate entity to undertake the development of Parcel 46B as contemplated in the Urban Renewal Plan, as amended, and in accordance with the Master Plan PDA, and in furtherance of the development of Parcel 46B confirm and ratify the tentative designation of UALP as redeveloper of Parcel 46B, as approved successor to University Associates, and grant

final designation of UALP as the redeveloper of Parcel 46B, in accordance with the appropriate resolutions attached hereto.

Chapter 30B Designation

In July, 1991, the BRA issued a Request for Proposals pursuant to M.G.L. Chapter 30B for the development of Parcel 46B and certain additional land adjacent thereto (collectively, the "Property"). The general partners of UALP (d/b/a University Associates prior to the formation of UALP) submitted a proposal (the "Development Proposal") dated August 5, 1991 for the acquisition of the Property from the BRA, which would acquire the property by exercise of its Power of Eminent Domain, for the development of a multi-use medical, research, office, garage and hotel project (the "Project").

The Public Facilities Department ("PFD") reviewed the Development Proposal on behalf of itself and the BRA. Based on such review, and following the procedure set forth in the RFP, the Public Facilities Department determined that the Development Proposal met all of the qualifying requirements and ranking criteria of the RFP, that the Development Proposal represented a most satisfactory response to the RFP, and that UALP be designated as the developer of the Property pursuant to Chapter 30B and all applicable urban renewal and BRA statutes and regulations.

In accordance with the RFP, PFD also engaged in negotiations with UALP concerning the terms and conditions for the conveyance of the Property by the BRA to UALP for the Project and achieved an understanding with UALP with respect thereto which satisfies the combined requirements of PFD, the Mayor's Office of Capital Planning, the Department of Health and Hospitals and the BRA. An appraisal of the Property was prepared and the damages to be awarded to the City of Boston ("City") for the contemplated acquisition of the City property by exercise of the BRA's Power of Eminent Domain are consistent with that appraisal and are acceptable to the City. PFD further requested the Public Facilities Commission ("PFC") to request the BRA to incorporate such terms and conditions in the documentation concerning the designation and conveyance of the Property to UALP.

The Public Facilities Commission has approved the recommendations of the Public Facilities Department and has forwarded them to the BRA. The terms and conditions for the conveyance of the Property as recommended by PFC are attached hereto ("Terms and Conditions"), and are to be incorporated into the BRA's standard urban renewal form of Land Disposition Agreement (the "LDA").

It is therefore recommended that UALP be designated as the developer of the Property pursuant to Chapter 30B, subject to the LDA, and that the Terms and Conditions be accepted by the BRA and incorporated into the LDA, as appropriate, in accordance with resolutions attached hereto.

ACQUISITION AND DISPOSITION OF THE PROPERTY

Under the terms of the LDA, the Property will be conveyed to UALP in two phases. The first phase consists of Parcel 46B which will be assembled and disposed of as follows: The BRA will acquire a portion of Parcel 46B from the City ("City Parcel") by exercise of the BRA's Power of Eminent Domain. The City Parcel, together with the portion of Parcel 46B which is currently owned by the BRA ("BRA Parcel"), will be the subject of a confirmatory taking by the BRA for title perfection purposes, then transferred simultaneously to UALP for the consideration provided for in the LDA.

Another portion of Parcel 46B will be transferred by the Commonwealth of Massachusetts to the City, by the City to the BRA and the BRA to UALP pursuant to Chapter 762 of the Acts of 1962, as amended by Chapter 567 of the Acts of 1966 (the "Statute"). This transfer may occur subsequent to the initial transfer of the City Parcel and the BRA parcel.

The second phase of the conveyance contemplated by the LDA involves the balance of the Property which consists of two Parcels. One parcel is currently owned by the BRA. The other parcel will be acquired by the BRA if and when the Massachusetts Avenue Connector is relocated in connection with the Central Artery/Third Harbor Tunnel Project. The LDA contemplates that both of these parcels will be conveyed to UALP, upon approval of a development plan therefor, for a price based upon their then fair market value determined by appraisal.

Appropriate resolutions authorizing the actions of the BRA necessary to carry out the first (Parcel 46B) phase of the acquisition and disposition of the Property to UALP are attached hereto.

MINOR MODIFICATIONS TO SOUTH END URBAN RENEWAL PLAN

The Project necessitates several minor modifications to the South End Urban Renewal Plan. The Proposed changes reflect development controls and requirements consistent with the Master Plan PDA. One modification adds to Parcel 46B a strip of land adjacent to the Massachusetts Avenue Connector and a strip of land between Parcels 46B and 48A that were reserved for use as a right of way and which are no longer needed for that purpose. Office, retail, commercial, hotel and parking uses would also be permitted for Parcel 46B, in addition to the institutional use specified in the plan. The proposed modification would also permit the demolition of the existing building on Parcel 48A, an adjacent parcel which is owned by one of the general partners of UALP and which the Master Plan PDA contemplates may be added to the Master Plan PDA site in the future, and the use of 48A for surface parking.

Such modifications are minor and do not substantially or materially alter or change the South End Urban Renewal Plan.

It is therefore recommended that the BRA adopt the attached resolutions modifying the South End Urban Renewal Plan and authorize the Director to proclaim the same.

CONCLUSION

Attached to this Memorandum are documents and plans regarding the request of University Associates Limited Partnership for Developer Designation, Authorization to execute a Land Disposition Agreement, and Minor Modifications to the South End Urban Renewal Plan in connection with the South End Technology Square Project.

An appropriate vote follows:

VOTED: That the Boston Redevelopment Authority hereby adopts the attached Resolutions entitled "Resolutions of the Boston Redevelopment Authority regarding the South End Technology Square Project Developer Designation, Land Acquisition and Disposition, and Minor Modifications to the South End Urban Renewal Plan dated October 31, 1991, consisting of 6 pages and Exhibits A, B, and C, and the Authority specifically adopts the findings incorporated therein, and specifically adopts the votes set forth in the last 2 pages of said Resolution; and

FURTHER

VOTED: That the Boston Redevelopment Authority hereby adopts the attached Resolutions entitled "Resolutions of the Boston Redevelopment Authority regarding Minor Modifications to the South End Urban Renewal Plan, Project Mass. R-56, with respect to Parcel 46B and Parcel 48A of the South End Urban Renewal Area" dated October 31, 1991, consisting of 2 pages and Exhibits A and B, and the Authority specifically adopts the findings incorporated therein, and specifically adopts the votes set forth therein.

